

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**  
**NASHVILLE, TENNESSEE**

IN RE:

NOTICE OF US LEC CORP OF A  
"BONA FIDE REQUEST" FOR AN  
INTERCONNECTION AGREEMENT  
WITH THE TDS LOCAL EXCHANGE  
CARRIERS PURSUANT TO  
47 U.S.C. SECTION 251

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OFFICE OF THE  
EXECUTIVE SECRETARY  
Docket No. 00-00026

**RESPONSE TO US LEC'S REQUEST FOR INTERCONNECTION WITH**  
**CONCORD TELEPHONE EXCHANGE, INC., HUMPHREYS COUNTY**  
**TELEPHONE COMPANY, TENNESSEE TELEPHONE COMPANY, INC.,**  
**AND TELlico TELEPHONE COMPANY**

Concord Telephone Exchange, Inc., Humphreys County Telephone Company, Tennessee Telephone Company, Inc., and Tellico Telephone Company, all subsidiaries of TDS TELECOM (collectively referred to herein as "TDS TELECOM"), hereby respond to the February 15, 2002 request on behalf of US LEC to TDS TELECOM, as amended by the February 18, 2002 letter from US LEC to TDS TELECOM as follows:

1. The requests contained in US LEC's correspondence should be rejected because they are vague, confusing, and contradictory. While the letter dated February 15, 2002, from Ed Griffin on behalf of US LEC to TDS TELECOM states that it is a "Bona Fide Request for an Interconnection Agreement" with TDS TELECOM and its subsidiary local exchange carriers in the state of Tennessee, the revised letter from Mr. Griffin dated February 18, 2002, states that the February 15 letter "was inadvertently released as a BFR [Bona Fide Request] for negotiations for an interconnection agreement," and that the letter is rescinded and replaced with the letter dated February 18, 2002. In contrast to the rescinded February 15, 2002 letter, the February 18, 2002 letter contains no indication of the nature of the interconnection sought by US LEC other than

reference to a form interconnection agreement attached to the rescinded February 15 letter. Thus, it is not clear whether the revised February 18, 2002 letter is intended by US LEC to be a bona fide request within the meaning of 47 U.S.C. § 251(f)(1) as the February 18, 2002 letter neither mentions § 251(f)(1) nor states that it is intended to be a bona fide request nor includes any specifics as to the requested interconnection. Accordingly, TDS TELECOM requests that US LEC clarify the specific nature of its request and the items it seeks from TDS TELECOM before the request is deemed a bona fide request under § 251(f)(1).

2. Although the TRA has not established specific criteria or standards to determine whether a request for interconnection is "bona fide," TDS TELECOM notes that neither of US LEC's letters include any of the following important information:

- (a) specific exchanges and point(s) within those exchanges where interconnection is desired;
- (b) any desired interface or technical specifications of such interconnection;
- (c) information concerning the type and quantity of unbundled elements requested;
- (d) specific locations of any collocation requested; or
- (e) identification of any switches for which number portability is requested.

Such information is crucial to the necessary evaluation of the request and its technical feasibility, economic impact, and implications for universal service in Tennessee. Due to the inadequacy of the US LEC request, it should be rejected as not constituting a bona fide § 251(f)(1) request.

3. Further clarification is needed as to whether US LEC is seeking to obtain interconnection under § 251(c) from TDS TELECOM. For example, the rescinded February 15 letter requests collocation in item 1 and resale of local services at wholesale rates in item 8. Both

of these are obligations only under § 251(c), yet neither one is contained in the proposed interconnection agreement. While these specific § 251(c) obligations are contained in the rescinded letter but not in the form interconnection agreement, the interconnection agreement does contain other § 251(c) obligations as it requests unbundled access in sections 5.4, 6, 9, and 13. Accordingly, TDS TELECOM submits that US LEC's request should be rejected for lack of clarity as to what interconnection obligations are specifically sought by US LEC under § 251.

4. It appears that US LEC may in fact be requesting § 251(c) obligations of TDS TELECOM despite the fact that the February 18, 2002 letter lacks any reference to § 251(f)(1) or § 251(c). TDS TELECOM responds by stating that it is a rural telephone company as defined in 47 U.S.C. § 153. Section 251(f)(1) affords rural telephone companies an automatic exemption from the obligations imposed generally on all incumbent local exchange carriers by § 251(c) until such company has received a bona fide request for interconnection, service, or network elements, and the State commission determines that such request is not unduly economically burdensome, is technically feasible, and is consistent with the § 254 provisions for the preservation and advancement of universal service. TDS TELECOM does not waive this exemption and explicitly asserts it herein.

5. Based on § 251(f)(1), TDS TELECOM is granted an exemption to all § 251(c) obligations unless and until the TRA terminates that exemption. The TRA can only terminate the exemption by finding that the US LEC request is (1) not economically burdensome; (2) technically feasible; and (3) consistent with § 254. As previously recognized by the TRA, the Eighth Circuit Court of Appeals in its decision in *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8<sup>th</sup> Cir. 2000), clearly establishes that the burden of proof rests with the party requesting termination of the rural exemption, namely US LEC. Thus, TDS TELECOM is not obligated to engage in

any negotiations with US LEC for an interconnection agreement unless and until US LEC has carried its burden of proving and the TRA has determined that the exemption granted to TDS TELECOM pursuant to § 251(f)(1) is terminated.

6. Until the issues pertaining to universal service currently before the TRA in Docket No. 00-00523 are decided, the TRA should not consider termination of TDS TELECOM's exemption under § 251(f)(1). This is especially important given that US LEC's historical approach to entering and serving a market indicates it will target TDS TELECOM business customers that make an important financial contribution to the operations of TDS TELECOM and the overall ability of TDS TELECOM to provide universal service throughout its service areas. The loss of those customers would disrupt TDS TELECOM's rate designs adopted and approved in conformity with years of TRA policy and practice, and thus will have a detrimental effect on the customers of TDS TELECOM, especially residential consumers. This would be inconsistent with the principles of universal service contained in § 254 of the 1996 Act and likely would cause undue economic burden on both TDS TELECOM and its customers

7. Finally, Mr. Griffin's February 18, 2002 letter states:

My letter of February 15 should have made the TRA docket proceeding the controlling factor in the US LEC - TDS negotiations. A result of that docket is that the TRA has directed US LEC and TDS TELECOM (TDS) and its subsidiary companies to reach mutual agreement for an interconnection agreement.

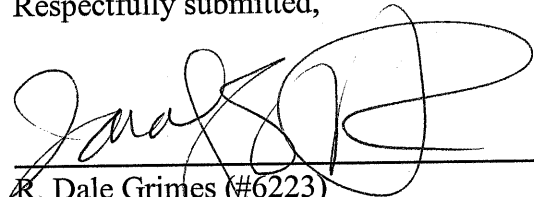
While TDS TELECOM agrees that the current TRA docket shall control the timing and procedural aspects of the parties' obligations, there is no TRA ruling directing TDS TELECOM and US LEC to negotiate an interconnection agreement. Negotiation of an interconnection agreement that includes § 251(c) obligations is not required or feasible until US LEC makes a

bona fide request for interconnection, and the TRA determines whether TDS TELECOM may continue to maintain its rural exemption.

WHEREFORE, TDS TELECOM respectfully requests:

1. That the TRA reject US LEC's request as a bona fide request for interconnection;
2. In the alternative, that the TRA require US LEC to clarify its request so that it can be considered a bona fide request;
3. In the further alternative, that the TRA decline to proceed with US LEC's interconnection request until after resolution of the universal service issues pending in Docket No. 00-00523; and
4. In the further alternative, that the TRA determine that the § 251(f)(1) exemption for TDS TELECOM should not be terminated.

Respectfully submitted,



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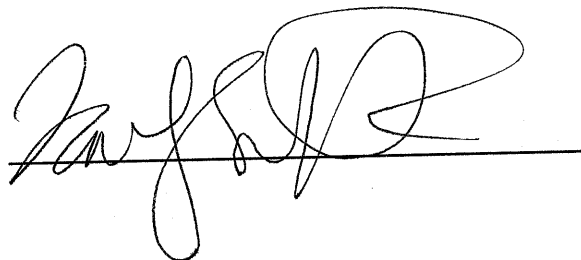
*Counsel for Concord Telephone Exchange,  
Inc., Humphreys County Telephone  
Company, Tennessee Telephone Company,  
Inc., and Tellico Telephone Company*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was served, via U.S. Mail, postage prepaid, on this the 13<sup>th</sup> day of March, 2002, upon the following:

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A handwritten signature in black ink, appearing to read "J. Richard Collier", is written over a horizontal line.